

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS,
RIGHTS TO INVENTIONS AND INFORMATION

8.1 The rights of E&S personnel and the Parties to Inventions and Information (as defined above) developed by the E&S personnel during the period, and as a result, of their participation in this program shall be governed by the laws and regulations of the government of the Parent Party.

8.2 To the extent that title to, or the right to Inventions and Information is assigned to the Parent Party under the provisions of paragraph 8.1, the Parent Party shall grant the Host Party for its governmental purposes, free of charge, a non-transferable, worldwide, irrevocable, non-exclusive license to practice (exploit, develop, manufacture, have manufactured, sell and use) any such Inventions and to have unlimited use and reproduction rights in such Information.

8.3 The Parent Party of inventor E&S personnel shall have first priority to prosecute, or to have prosecuted on their behalf, Patent applications to secure rights granted under this Article. The Parent Party shall, within a reasonable time, notify the Host Party of the countries in which it or the E&S inventor elects to file Patent applications. For all other countries, the Host Party may prosecute or have prosecuted on its behalf Patent applications to secure such rights.

8.4 If the Parent Party renounces exercise of the rights granted under this Article, such Party shall inform the Host Party of its intention within twelve months. The Host Party could, in that case, exercise the rights belonging to the Parent Party referred to in paragraph 8.1.

8.5 Additional rights to Inventions and Information, such as transfer of Intellectual Property Rights, may be negotiated between the Parties.

8.6 Notwithstanding the rights delineated in paragraphs 8.1 and 8.2 of this Article, the Parent Party shall obtain from the E&S personnel, as a condition for participating in the program, written commitments regarding Inventions and Information in the form prescribed in Annex C, and shall promptly deliver the signed originals to the Host Party.

8.7 Any additional compensation or award under any incentive award program due to the E&S personnel for the work performed under this Exchange Program shall be the responsibility of the Parent Party.

ARTICLE IX CLAIMS

9.1 Claims against either Party or its personnel shall be dealt with in accordance with the terms of Article VIII of the NATO Status of Forces Agreement dated 19 June 1951. Civilian employees of the Parties assigned to duty within their government's Department or Ministry of Defense shall be deemed, for the purpose of Article VIII of the NATO SOFA, to be members of a civilian component within the meaning of Article I of NATO SOFA while present in the territory of the other Party for the purpose of this Agreement.

9.2 E&S personnel, and those dependents accompanying them, must obtain motor vehicle liability insurance coverage in accordance with applicable laws and regulations of the government of the Host Party, or its political subdivision, where they are located. In case of claims involving the use of private motor vehicles, the first recourse shall be against such insurance.

ARTICLE X
SETTLEMENT OF DISPUTES

Disputes arising under or relating to this Agreement shall be resolved only by consultation between the Parties and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

ARTICLE XI

ENTRY INTO FORCE, AMENDMENT, DURATION, AND TERMINATION

11.1 All activities of the Parties under this Agreement shall be carried out in accordance with the national laws and the obligations of the Parties.

11.2 In the event of a conflict between an Article of this Agreement and any Annex to this Agreement, the Article shall control.

11.3 Except as otherwise provided, this Agreement may be amended by the mutual written consent of the Parties.

11.4 This Agreement may be terminated at any time upon the written consent of the Parties. In the event both Parties consent to terminate this Agreement, the Parties shall consult prior to the date of termination to ensure termination on the most economical and equitable terms.

11.5 Either Party may terminate this Agreement upon 180 days' written notification to the other Party. Such notice shall be the subject of immediate consultation by the Parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

11.5.1 The terminating Party shall continue participation, financial or otherwise, up to the effective date of termination.

11.5.2 Each Party shall pay the costs it incurs as a result of termination.

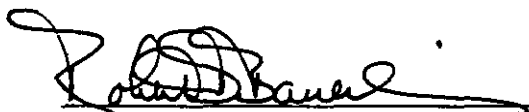
11.5.3 All Information and rights therein received under the provisions of this Agreement prior to the termination shall be retained by the Parties, subject to the provisions of this Agreement.

11.6 The respective rights and responsibilities of the Parties regarding Article VI (Security), Article VIII (Intellectual Property Rights), and Article IX (Claims), shall continue notwithstanding termination or expiration of this Agreement.

11.7 This Agreement, which consists of eleven (11) Articles and three (3) Annexes, shall enter into force upon signature by both Parties and shall remain in force for ten (10) years. It may be extended by written agreement of the Parties. It is signed in two originals in each of the English and German languages, each being equally authentic.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their governments, have signed this Agreement.

**FOR THE DEPARTMENT OF
DEFENSE OF THE UNITED
STATES OF AMERICA**

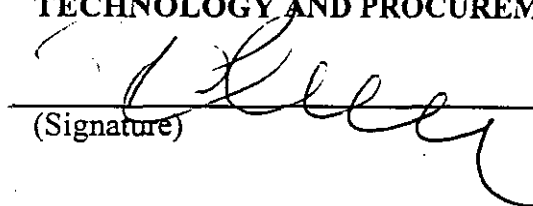

(Signature)

Robert D. Bauerlein
(Typed Name)

Deputy Under Secretary of the Air
Force (International Affairs)
(Rank/Title)

6 Nov 98
(Date)

**FOR THE MINISTRY OF DEFENSE OF
THE FEDERAL REPUBLIC OF
GERMANY, REPRESENTED BY THE
FEDERAL OFFICE FOR DEFENCE
TECHNOLOGY AND PROCUREMENT**


(Signature)

Detlev Petry
(Typed Name)

President, Federal Office for Defence
Technology and Procurement
(Rank/Title)

6 Nov 98
(Date)

ANNEX A

PROCEDURES FOR ADMINISTERING THE EXCHANGE OF ENGINEERS AND SCIENTISTS

1. This Annex to the Agreement between the Department of Defense of the United States of America and the Ministry of Defense of the Federal Republic of Germany regarding the Exchange of Engineers and Scientists (E&S) provides the procedures for nominating and assigning E&S personnel from one Party to defense organizations and facilities of the other Party.
2. Exchange of personnel under this Agreement between the DoD and the Federal Republic of Germany MOD shall be administered by designated national Managing Agent as stated in Article III. The Managing Agent shall be the single point of contact with the other Party for the administration of the E&S Program.
3. The Managing Agents shall request their subordinate organizations submit candidate personnel applications for consideration as an E&S exchange participant. The personnel application should include a resume in the format of Appendix 1 of Annex A. The selection and placement of five (5) or more E&S personnel in one Party during a calendar year shall be administered and coordinated on a group basis to facilitate administrative processing.
4. Candidate applications shall be submitted by the Managing Agent of the Parent Party to its government's Embassy (or designated organization) for forwarding to the Managing Agent of the Host Party. The submission of the applications or exchange of the candidates' resumes shall occur at least nine (9) months prior to the desired assignment start date.
5. The Managing Agent of the Host Party shall distribute the candidates' resumes it receives to its defense organizations and facilities for review and placement selection.
6. After review and coordination of the resumes and identification of applicable assignments, the Managing Agent of the Host Party shall submit proposed position descriptions in the format of Appendix 2 of Annex A at least four (4) months prior to the expected assignment start date to the Parent Party. Appropriate documentation (visit requests, etc.) shall be submitted to the Managing Agent of the Host Party in a timely manner.
7. Upon notification of approval and acceptance of the position descriptions by the Parent Party, the Managing Agent of the Host Party shall notify the responsible defense organizations or facilities of the individuals' arrival dates. The responsible defense organizations or facilities shall in turn, notify the respective supervisors of the arrival of E&S personnel and encourage personal contact between the supervisors and E&S personnel prior to arrival. The Host Organization, usually the supervisors, shall be assigned to meet E&S personnel on their arrival and help make the necessary living arrangements for E&S personnel and their families.

8. The Managing Agent of the Host Party shall arrange a briefing for all new E&S personnel prior to departure for their assignments. It is suggested that the E&S personnel's Embassy arrange an in-briefing for all new E&S personnel, normally to be held at the E&S personnel's Embassy. At this in-briefing, the Managing Agent of the Host Party shall provide an overall welcome to the program and emphasize security system requirements. Members of the receiving defense organizations or facilities shall be in attendance and familiarize E&S personnel with that organizations' or facilities' research and development missions, as well as the specific assignments and locations.

9. The Managing Agent of the Host Party, along with the E&S personnel's Embassy point of contact, shall be the interface with all supervisors and/or E&S personnel in administering this Exchange Program.

10. The Managing Agent of the Host Party shall arrange for proper end-of-assignment ceremonies and out-briefings. It is suggested that a prominent individual from the Host Party research and development community address E&S personnel when there is a group departing. A certificate of completion may be presented to each foreign E&S participant. The Managing Agent of the Host Party shall provide a security debrief and allow the individuals a final opportunity to comment on their experiences with the E&S Exchange Program.

Appendix 1

PROFESSIONAL BACKGROUND, CAREER AREAS OF INTEREST AND ASSIGNMENT OBJECTIVES

1. Personal Data:

- a. Name:
- b. Rank or Title:
- c. Scientific or Technical Specialty:
- d. Passport No:
- e. Marital Status: (if children, how many, ages and sex)
- f. Office Address:
- g. Home Address:
- h. Telephone:
 - Home:
 - Office:
 - Fax Number:
 - E-Mail Address: (if applicable)

2. Education:

- a. Name and address of college or university (include graduate, post-graduate, and special studies)
- b. Dates Attended
- c. Degree received (including subject and dates)
- d. Honor Societies, Special Awards, Licenses and Professional Certification (as appropriate):

3. Professional Employment:

- a. All military and civilian employment, in reverse chronological order (including a brief summary of responsibilities and achievements for civilian employment and the nature of military assignments (for example, whether technical or administrative, type of research or engineering, nature of projects, results, and recognition, and so forth)
- b. Publications
- c. Membership in professional organizations

4. Language Proficiency:

- a. Academic language training or experience in language of government applying for, including technical vocabulary
- b. Recent aptitude and/or proficiency scores
- c. Plans to acquire or improve proficiency

5. Career Areas of Interest: Career-broadening activities in E&S position.

- a.
- b.
- c.

6. Goals and Objectives:

- a. Long-range, both professional and personal
- b. Motivation (towards goals and the Exchange Program)
- c. Relation of goals to participation in the E&S program (for example, anticipated gains from participation, ability to contribute to the host-government R&D effort, etc)

Appendix 2

SAMPLE POSITION DESCRIPTION

1. **Position Location:** Civil Engineering Research Division of the Air Force Weapons Laboratory, AFWL/NTE, Kirtland AFB, NM 87117-6008
2. **Position Title:** Equipment Response Engineer
3. **Qualifications/Skills Required for Position:** Understanding of Technical English
4. **Description of Duties:** Incumbent will work with US Air Force civilians and military to plan, conduct, and report conventional weapons testing of protective structures, internal equipment, and utility systems (power, communication, water, fuel). Testing will involve one or more of the following projects: Aircraft Shelter Up-Grade Program; Bomb Damage Control Center; Survivable Utilities Program; and Conventional Weapons Effects Definition. Specific duties include computer modeling, test planning for conventional weapon tests in the field and in the laboratory, making pretest predictions, analyzing field test data, and test report writing.
5. **Supervisor:**

Name: John Smith
Title/Grade: Division Chief, Colonel
Address: AFWL/NTESE
Kirtland AFB, NM 87117-6008
Phone Number: (303) 555-5500
Fax Number: (303) 555-5555
E-Mail Address: John.Smith@saf.hq.af.mil
6. **Security Clearance Required:**

Security clearance is not required.

ANNEX B

CERTIFICATE OF CONDITIONS AND RESPONSIBILITIES

I understand and acknowledge that I have been accepted for assignment to (Insert Name and location of organization to which assigned) pursuant to an agreement between the Department of Defense of the United States and the Ministry of Defense of Federal Republic of Germany. In connection with this assignment, I further understand, acknowledge, and certify that I shall comply with the following conditions and responsibilities:

1. The purpose of the assignment is to gain knowledge of the organization and management of Host Party (cite applicable area for E&S assignment) defense activities. There shall be no access to Information except as required to perform the duties described in the position description of the position to which I am assigned, as determined by my designated supervisor.
2. I shall perform only functions which are properly assigned to me as described in the position description (PD) for my assignment and shall not act in any other capacity on behalf of my government or my Parent Party or Parent Organization.
3. All Information to which I may have access during this assignment shall be treated as Information provided to my government in confidence and shall not be further released or disclosed by me to any other person, firm, organization or government without the prior written authorization of the Host Party.
4. When dealing with individuals outside of my immediate office of assignment on official matters, I shall inform such individuals that I am a foreign exchange person.
5. I have been briefed on, understand, and shall comply with all applicable security regulations of the Host Party and the Host Organization.
6. I will immediately report to my designated supervisor all attempts to obtain, without proper authorization, classified, restricted, proprietary or Controlled Unclassified Information to which I may have access as a result of this assignment.

(Signature)

(Typed Name)

(Date)

ANNEX C

COMMITMENT REGARDING INVENTIONS MADE AND INFORMATION DEVELOPED BY VISITING ENGINEERS AND SCIENTISTS

COMMITMENT TO HOST PARTY

In consideration for being selected to participate in the U.S./Federal Republic of Germany Engineer and Scientist Exchange Program, I hereby grant to the Host Party for governmental purposes a non-transferable, worldwide, irrevocable, non-exclusive license to practice (exploit, develop, manufacture, have manufactured, sell and use) Inventions and unlimited use and reproduction rights in Information, to the extent that the Inventions were conceived or reduced into practice, and the Information was developed by me during the period, and as a result, of my participation in this Exchange Program.

Additionally, in order to secure the rights granted above, I hereby grant to the Host Party the right to prosecute or to have prosecuted Patent applications on the above mentioned inventions in any country for which the Parent Party or I choose not to prosecute a Patent application.

Signature of Engineer/Scientist

